

1 RONALD SPECTER, State Bar No. 118417  
2 [rspecter@specterlaw.com](mailto:rspecter@specterlaw.com)  
3 MARK ANTHONY RODRIGUEZ, State Bar No. 132261  
4 [markanthony@earthlink.net](mailto:markanthony@earthlink.net)  
5 VALINOTI, SPECTER & DITO, LLP  
6 5000 Birch Street, Suite 3000  
Newport Beach, California 92660  
Telephone: (949) 833-9400  
Facsimile: (949) 833-9425

7 Attorneys for Defendant  
8 KERRY CONDON

9 UNITED STATES DISTRICT COURT  
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11 NORTHERN DISTRICT OF CALIFORNIA  
12  
13 SAN FRANCISCO DIVISION

14 CARL ALEXANDER WESCOTT, an individual,  
15  
16 Plaintiff,  
17  
18 vs.  
19 ERIC REISNER and KERRY CONDON,  
20  
21 Defendants.  
22  
23

Case No. 17-cv-06271-DMR  
JUDGE EDWARD M. CHEN

**DEFENDANT KERRY CONDON'S  
OBJECTION TO THE DECLARATION OF  
CARL A. WESCOTT AND REQUEST TO  
STRIKE THE DECLARATION**

**Date: May 17, 2018  
Time: 1:30 p.m.  
Courtroom: 5**

24 Kerry Condon objects to the Declaration of Carl A. Wescott improperly filed in this matter and  
25 therefore moves herewith to strike the declaration.

26 Objection is made to the declaration in its entirety as it was not timely filed with any opposition  
27 as mandated by Local Rule 7-3. Furthermore, objection is made to the specific statements made in the  
28 declaration on the following grounds:

Statement pg. 1, ¶2:24-25: “2. Though I cannot find it right at the moment, Reisner and I signed a contract with a San Francisco venue/forum in the case of a dispute.”

**Objection: Hearsay (FRE 801). Best Evidence Rule (FRE 1002). Failure to authenticate a document that was referenced (FRE 901).**

Statement pg. 1, ¶3:26-28: “3. The contract provided advances to Reisner for his family (including Condon and their children). Those advances were against future profits, which we never achieved.”

**Objection: Hearsay (FRE 801). Best Evidence Rule (FRE 1002). Failure to authenticate a document that was referenced (FRE 901). Improper summary. For instance, it has been held that materials are not admissible if they include conclusory allegations concerning the opposing party’s conduct and intent. *Peat, Inc. v. Vanguard Research, Inc.* (11th Cir. 2004) 378 F.3d 1154, 1160. It then follows that conclusory statements regarding the contents of a document are equally inadmissible.**

Statement pg. 2, ¶4:1-2: “4. The contract provided that Reisner would get 10% of those profits and I would get 90% of them.”

**Objection: Hearsay (FRE 801). Best Evidence Rule (FRE 1002). Failure to authenticate a document that was referenced (FRE 901). Lack of Foundation (*United States v. Tanner* (7th Cir. 2010) 628 F3d 890, 903, fn. 5 [when judges or attorneys reference a “lack of foundation,” they usually mean there is a missing link in a chain of logic necessary for establishing the relevance of the evidence.] Improper summary. For instance, it has been held that materials are not admissible if they include conclusory allegations concerning the opposing party’s conduct and intent. *Peat, Inc. v. Vanguard Research, Inc.* (11th Cir. 2004) 378 F.3d 1154, 1160. It then follows that conclusory statements regarding the contents of a document are equally inadmissible.**

Statement pg. 2, ¶5:3-5: “5. I travelled to Nicaragua to meet Defendants Reisner and Condon on several occasions.”

**Objection: Vague as to time therefore the statement without more lacks relevancy. Lack of foundation.**

1 Statement pg. 2, ¶6:6-7: “6. During the latter visits. Defendant Condon was aggressive on the  
2 issue of contractual collections.”

3 **Objection: Vague, hearsay, and lack of foundation.**

4 Statement pg. 2, ¶7:8-15: “7. Defendant Condon was actually more aggressive than Defendant  
5 Reisner, taking the position that I would never pay the Defendant. In the course of these conversations,  
6 Condon always referenced the Plaintiff’s obligations as extending to both Defendants. She complained  
7 to Reisner that the Plaintiff would never pay "us" and that Reisner and Condon should simply move to  
8 Singapore to pursue Condon's professional opportunities as a corporate recruiter.”

9 **Objection: Lack of foundation.**

10 Statement pg. 2, ¶8:16-18: “8. Defendant Condon took the position that the Plaintiff’s  
11 obligations in this case extended directly to her and in my latter visits she took the position that she and  
12 Reisner should abandon their obligations to the Plaintiff and move to Singapore.”

13 **Objection: Hearsay. Improper Conclusory Statement. Lack of Foundation.**

14 Statement pg. 2, ¶9:19-22: “9. Defendant Condon never deferred to Reisner. Defendant Condon  
15 in her conversations always proceeded on the assumption that the Plaintiffs’ obligations extended to her  
16 as well as to Reisner.”

17 **Objection: Hearsay. Improper speculation of what Condon was assuming. Lack of**  
18 **Foundation.**

19  
20 Dated: May 9, 2018

VALINOTI, SPECTER & DITO, LLP

21  
22 By: /s/ Mark Anthony Rodriguez

23 Mark Anthony Rodriguez, Esq.

24 Attorneys for Defendant

25 KERRY CONDON  
26  
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**PROOF OF SERVICE**

I, the undersigned, certify and declare that I am over the age of 18 years and not a party to the within action. My business address is: 5000 Birch Street, Suite 3000, Newport Beach, California 92660. On the date set forth below, I served the following documents: **DEFENDANT KERRY CONDON'S OBJECTION TO THE DECLARATION OF CARL A. WESCOTT AND REQUEST TO STRIKE THE DECLARATION**

I served the foregoing documents on the following persons:

Carl Alexander Wescott  
PO Box 190875  
San Francisco, CA 94119

Eric Reisner  
30 Lone Pine Trail  
Old Lyme, CT 06371

The documents were served via: FIRST CLASS MAIL. I enclosed the documents in a sealed envelope or package addressed to the person(s) at the address(es) set forth above and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid. I am employed in the county where the mailing occurred. The envelope or package was placed in the mail at Newport Beach, California. As a matter of courtesy, on the date indicated below I also emailed a copy of this document Carl Alexander Wescott at [c@carlawescott.com](mailto:c@carlawescott.com)

I hereby certify that I am employed in the office of a member of the Bar of this Court at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America that the above is true and correct.

Executed on May 9, 2018, at Newport Beach, California.

By: /s/ Amy Ellis  
Amy Ellis